

### **REMARKS**

Applicants have studied the Office Action dated May 6, 2008 and have not made any amendments to the claims. No new matter has been added. Claims 1-10, 12, and 14-17 are pending in the application. Reconsideration and allowance of the pending claims in view of the following remarks are respectfully requested. Applicants submit that the application is in condition for allowance. In the Office Action, the Examiner:

- objected to the previous amendment filed on January 22, 2008 under 35 U.S.C. 132(a) for allegedly introducing new matter into the disclosure;
- rejected claims 1 and 14 under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement;
- rejected claims 1-10, 12, and 14-17 under U.S.C. § 103(a) as being unpatentable over Douglas et al. (U.S. Patent No. 6,039,688) in view of Applicant's admitted prior art; and
- rejected claim 12 under U.S.C. § 103(a) as being unpatentable over Douglas et al. (U.S. Patent No. 6,039,688) in view of Ballantyne et al. (U.S. Patent No. 5,867,821).

### **Objection To The Specification**

As noted above, the Examiner objected to the previous amendment filed on January 22, 2008 under 35 U.S.C. 132(a) for allegedly introducing new matter into the disclosure. In particular, the Examiner states that following claim language is new matter:

"defining, by the insurance provider, at least one of a plurality of health-related facilities and a plurality of health-related services to be associated with the medical insurance plan". "offering, by the insurance provider, the at least one of a plurality of health-related facilities and a plurality of health-related services to members". In particular, Applicant does not point to, nor was the Examiner able to find, any support for "insurance provider define at least one of a plurality of health-related facilities and a plurality of health-related services to be associated with the medical insurance plan":

The Examiner goes on to state that:

the present application recites in par: [0029] The method of the invention rewards members for utilizing approved health clubs/gymnasiums or other fitness schemes. In the present example, members are rewarded for utilizing such facilities as Health and Racquet Clubs, Run/Walk for Life, Smokenders and Weigh-Less. New scheme members belonging to these organizations are able to claim credit points as indicated in FIG. 3.

FIG. 4 shows the procedure followed by a member to join a Health and Racquet Club and to record his or her membership with the scheme. FIG. 5 is a similar diagram, showing the procedure followed when the member joins Run/Walk for Life." Therefore member (employee) goes and joins to a gym or any program, these programs are not necessarily offered by the insurance provider. As recited, the method of the invention rewards members for utilizing approved health clubs/gymnasiums or other fitness schemes, not the insurance provider. B.

With respect to the claim language "monitoring, by the insurance provider, usage of the at least one of a plurality of health-related facilities and a plurality of health-related services by each member". The Examiner states:

In particular, Applicant does not point to, nor was the Examiner able to find, any support for "insurance provider monitors the usage of the facilities and/or services", the present application recites in par: [0030] FIGS. 6 and 7 show the procedure followed by **the member when visiting a Health and. Racquet Club or Run/Walk for Life, ensuring that a record is made of the visits.** FIGS. 8 and 9 show the procedure to be followed in the event that membership of a Health and Racquet Club or Run/Walk for Life lapses and must be re-activated." Therefore the member makes sure that a record is made for the visit to the facility, which is done anyhow in any fitness club for the access to the facility.

The Examiner further states:

Therefore nowhere in the present application's specification the insurance provider is defining, offering and monitoring services. The summary of the invention according to the specification is: par: [0006]- [0011] According to the invention a method of managing the use of a medical scheme by members thereof includes: defining a plurality of health-related facilities and/or services; offering the facilities and/or services to members of the medical scheme; monitoring use of the facilities and/or services by each member; allocating a credit value to each member according to their use of the facilities and/or services; and allocating rewards to members who accumulate credit values exceeding predetermined values

Applicants respectfully traverse that the previous Response With Amendment filed January 22, 2008 included new matter. The following chart provides clear support for:

defining, by the insurance provider, at least one of a plurality of health-related facilities and a plurality of health-related services to be associated with the medical insurance plan;

offering, by the insurance provider, the at least one of a plurality of health-related facilities and a plurality of health-related services to members of the medical insurance plan;

monitoring, by the insurance provider, usage of the at least one of a plurality of health-related facilities and a plurality of health-related services by each member

| CLAIM ELEMENT IN QUESTION                                                                                                                                                                        | SUPPORT IN APPLICATION AS PUBLISHED                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| <u>defining, by the insurance provider, at least one of a plurality of health-related facilities and a plurality of health-related services to be associated with the medical insurance plan</u> | Abstract; Paragraphs [0012]-[0020]; [0025]; [0026]; [0036] |
| <u>offering, by the insurance provider, the at least one of a plurality of health-related facilities and a plurality of health-related services to members of the medical insurance plan;</u>    | Abstract; Paragraphs [0012]-[0020]; [0025]; [0026]; [0036] |
| <u>monitoring, by the insurance provider, usage of the at least one of a plurality of health-related facilities and a plurality of health-related services by each member</u>                    | FIGs. 1, 3, 6, 7, and 10.                                  |

With respect to “defining, by the insurance provider, at least one of a plurality of health-related facilities and a plurality of health-related services to be associated with the medical insurance plan” and “offering, by the insurance provider, the at least one of a plurality of health-related

facilities and a plurality of health-related services to members of the medical insurance plan;” the Abstract states “A number of health-related facilities and/or services (such as membership of health clubs, gymnasiums or fitness programs) are offered to the medical scheme members, and the members are allocated points for using these facilities”. Paragraphs [0012]-[0020] show that an insurance provider provides health-related facilities and/or services as part of a medical plan where the health-related facilities and/or services include, for example, “include membership of health clubs, gymnasiums or fitness programs, weight loss programs or programs to quit smoking”. Paragraphs [0025]-[0026] show that an insurance plan (which is provided by an insurance provider) provides health related facilities and/or services to its members.

With respect to the claim language of “monitoring, by the insurance provider, usage of the at least one of a plurality of health-related facilities and a plurality of health-related services by each member”, FIGs. 1, 3, 6, 7, and 10 clearly show Momentum Health Systems, which is a health insurance provider, monitoring the usage of health related facilities/services by its members. For example, FIGs. 1, 3, 6, 7, and 10 show the underwriting department, “MH U/W Ops”, of Momentum Health performing the monitoring.

Accordingly, Applicants respectfully suggest that the objection to the Specification under 35 U.S.C. 132(a) has been overcome and should be withdrawn.

#### **Rejection Under U.S.C. § 112**

As noted above, the Examiner rejected claims 1 and 14 under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. In particular, the Examiner states that the claim language:

related facilities and a plurality of health-related services to be associated with the medical insurance plan;

offering, by the insurance provider, the at least one of a plurality of health-related facilities and a plurality of health-related services to members of the medical insurance plan;

monitoring, by the insurance provider, usage of the at least one of a plurality of health-related facilities and a plurality of health-related services by each member

was not described in the originally filed application. The remarks and arguments made above with respect to the objection to the Specification are applicable here and will not be repeated. Therefore, Applicants respectfully submit that the rejection of claims 1 and 14 under 35 U.S.C. §112, first paragraph, has been overcome and should be withdrawn.

#### **Claim 15 Clarification**

Claim 15, recites:

wherein the members only pay a once off activation fee to gain access to the at least one of a plurality of health-related facilities and a plurality of health-related services

The Examiner states:

It is not clear what kind of fee and/or premium member has to pay; is it the premium or contribution of payment for the insurance coverage, or activation fee for plurality of health related facilities and/or services or both. It's not clear if the member is an employee, who enrolls the medical plan, or the employer, which joins the medical plan (specification, par. [0026]). Applicant point out the paragraphs [0012]- [0016]; these paragraphs are only definition of "business of a medical scheme" taken from The South African "Medical Schemes Act, No. 131 of 1998", Chapter 1, Section 1. According to the definition "medical scheme" means "... the business of undertaking liability in return for a premium or contribution". It's a definition of what a medical insurance is. It's not describing the members only pay a once off activation fee to gain access to the at least one of a plurality of health-related facilities and a plurality of health-related services.

Claim 15 states that the fee is a "once off activation fee" and that this fee is to gain access to health related services/facilities. At least FIG. 4 and paragraphs [0031] and [0036]-[0037] of the

Published Application show that an individual pays an activation fee to gain access to the at least one of a plurality of health-related facilities and a plurality of health-related services. Accordingly, Applicants submit that any objection to claim 15 has been overcome and should be withdrawn.

### **Rejection Under U.S.C. § 102**

As noted above, the Examiner rejected claims 1-10, 12, and 14-17 under U.S.C. § 103(a) as being unpatentable over Douglas et al. (U.S. Patent No. 6,039,688) in view of Applicant's admitted prior art.

Douglas is directed towards a therapeutic behavior modification program that is computer based. Douglas teaches that a physician prescribes parameters and goals for a patient to achieve while participating in the modification program. A user (e.g., a patient) accesses the modification program via an electronic interface. The interface allows a user to participate with an interactive "village" and to enter data pertaining to the user's adherence to the program's parameters. A physician or case manager is able to track a user based on the information entered by the user via the interface. Douglass further teaches that a physician or case manager can modify a user's program as the user progresses through the program.

As can be seen, Douglas teaches that a physician creates a program for an individual to follow, whereas an insurance provide in the presently claimed invention has control over health related facilities and/or services and the rewards that are offered to individuals for participating in the health related facilities and/or services. Allowing an insurance provider to have control over these aspects as compared to a physical creating a program for an individual is advantageous because the insurance provider can tailor its offerings to suit its business goals and members. For example, the insurance provider knows what its members are submitting claims for and by defining the facilities and services the insurance provider is able to monitor the effect that their

facility/service defining strategy is having on member claims. Therefore, the insurance provider is able to tailor the facility/services offered to its members to achieve maximum member claim reduction. Also, allowing the insurance provider to tailor rewards offered to its members the insurance provider is able to allocate specific rewards that will attract members likely to have lower number of claims.

The Examiner states that Douglas teaches:

receiving, by an insurance provider, one of a premium payment and a contribution payment from members of the medical insurance plan (Douglas; col. 2, lines 9-22, col. 5, lines 28-34), wherein the insurance provider undertakes liability in the medical insurance plan in response to receiving one of the premium payment and the contribution payment (Douglas; col. 2, lines 9-22, col. 5, lines 28-34);

providing, by the insurance provider, to members who one of pay such premiums and make such contributions, at least one of  
relevant health services (Douglas; col. 2, lines 9-22, col. 6, lines 27-48),  
and

assistance in defraying expenses incurred in connection with rendering such relevant health services;

defining, by the insurance provider, at least one of a plurality of health-related facilities and a plurality of health-related services to be associated with the medical insurance plan (Douglas et al.; col. 6, lines 7-13;

offering, by the insurance provider, the at least one of a plurality of health-related facilities and a plurality of health-related services to members of the medical insurance plan (Douglas et al.; col. 6, lines 27-38)

monitoring, by the insurance provider, usage of the at least one of a plurality of health-related facilities and a plurality of health-related services by each member (Douglas et al.; col. 7, lines 54-65 and col. 10, lines 9- 16);

allocating, by the insurance provider in response to the monitoring, a credit value to each member according to their use of the at least one of a plurality of health-related facilities and a plurality of health-related services (Douglas et al.; col. 14, lines 38-42); and

allocating, by the insurance provider, rewards to members who accumulate credit values exceeding predetermined values (Douglas et al.; col. 14, lines 42-47).

However, nowhere does Douglas teach or suggest that an insurance provider at least

defines a plurality of health-related facilities and a plurality of health-related services to be associated with the medical insurance plan; offer the at least one of a plurality of health-related facilities and a plurality of health-related services to members of the medical insurance plan...allocate a credit value to each member according to their use of the at least one of a plurality of health-related facilities and a plurality of health-related services; and allocate rewards to members who accumulate credit values exceeding predetermined values.

The citations of Douglas given by the Examiner are completely silent on the insurance provider performing any of the above claim elements. Douglas merely mentions that a health payor is able to view patient compliance information. In all of the citations of Douglas given by the Examiner the physician determines the programs that a patient is to participate in. Applicants respectfully request that the Examiner provide clarification as to how a health payor that only reviews patient compliance information and a physician that determines what programs a patient participates in is the same as an insurance provider that at least defines a plurality of health-related facilities and a plurality of health-related services to be associated with the medical insurance plan; offer the at least one of a plurality of health-related facilities and a plurality of health-related services to members of the medical insurance plan...allocate a credit value to each member according to their use of the at least one of a plurality of health-related facilities and a plurality of health-related services; and allocate rewards to members who accumulate credit values exceeding predetermined values.

Accordingly, the presently claimed invention distinguishes over Douglas and the Admitted Prior Art alone and/or in combination with each other for at least these reasons.



Claims 2-10, 12, and 14-17 depend from claim 1, and since dependent claims recite all of the limitations of their independent claim, claims 2-10, 12, and 14-17, also recite in allowable form. However, additional arguments are given below with respect to claims 7-10 and 16-17.

With respect to claim 7, the Examiner states that Douglas teaches:

wherein a reward allocated to a member is at least one of linked to a number of annual claims associated with the member and whether or not the member has been hospitalized in a predetermined period of time (Douglas et al.; col. 14, lines 38-42 and col. 17, line 64 to col. 18, line 5).

As discussed in the previous Response With Amendment Col. 14, lines 38-42 of Douglas merely states:

The rewards feature is yet another motivational tool provided by the system. Referring again to FIG. 9, the reward "apples" icon 92 allows a user to view information on the rewards point system and how it works, as well as the user's own personal rewards account.

Col. 14, lines 38-42 of Douglas has nothing to do with a member's annual claims and allocating a reward to a member based on the number of annual claims and/or whether or not the member has been hospitalized in a predetermined period of time. Just because Douglas mentions a rewards feature does not mean that Douglas teaches "wherein a reward allocated to a member is at least one of linked to a number of annual claims associated with the member and whether or not the member has been hospitalized in a predetermined period of time". Accordingly, the presently claimed invention distinguishes over Douglas for at least these reasons as well.

Col. 17, line 64 to col. 18, line 5 merely states:

Vital signs may be represented graphically for the patient, physician and case advisor. These may include charts or graphs of the patient's blood pressure 250A (FIG. 41), physical activity 254A (FIG. 42), weight 256A (FIG. 43), and cholesterol level 258A (FIG. 44). These graphs allow the physician/case advisor

to review and grasp the patient's progress visually over a period of time, and help him or her determine how the patient is doing in relation to the ultimate goals that are to be achieved in the charted areas.

Once again, this citation of Douglas has nothing to do with the presently claimed “wherein a reward allocated to a member is at least one of linked to a number of annual claims associated with the member and whether or not the member has been hospitalized in a predetermined period of time”. Douglas is merely teaching that vital signs can be used to determine if a patient is obtaining his/her goals. Accordingly, the presently claimed invention distinguishes over Douglas for at least these reasons as well.

With respect to claim 8, the Examiner that Douglas teaches:

wherein the reward allocated to the member includes at least one of the group consisting of: prizes allocated on a basis of a draw, a magnitude of a member's credit value being related to a chance of winning the draw access to at least one of health-related facilities and health-related services for family members decreased premium payments according to a predetermined plan, and increased benefit payments according to a predetermined plan (Douglas et al.; col. 5, lines 52-59).

Col. 5, lines 52-59 of Douglas merely states:

In this example, the patient files 40 are identified by the patient's name and social security number. To create or modify the program for a particular patient, the administrator creates a new folder or selects a preexisting folder 42 corresponding to the patient in question.

Col. 5, lines 52-59 of Douglas is completely silent on “prizes allocated on a basis of a draw, a magnitude of a member's credit value being related to a chance of winning the draw, access to at least one of health-related facilities and health-related services for family members, decreased premium payments according to a predetermined plan, and increased benefit payments according to a predetermined plan”. Accordingly, the presently claimed invention distinguishes over Douglas for at least these reasons as well.

With respect to claim 9, the Examiner states that Douglas teaches:

wherein a reward allocated to a member is not actually given to the member before at least one of a predetermined period has passed or the member has attained a predetermined age (Douglas et al.; col. 18, line 66 to col.19, line 2).

However, col. 18, line 66 to col., 19, line 2 only states that “FIG. 46 also shows an example of a patient who has earned reward points 324 for not having smoked for 60 days. The reward points shown here are to be cashed in at the village store 78 shown in FIG. 8.” In other words, the patient in Douglas is awarded for not doing something for 60 days whereas the member in the presently claimed invention is allocated awards, but those awards are not given to the member until a predetermined time has passed and/or until the user has passed a predetermined age. **Douglas would have to teach that after the patient is allocated his/her award for not smoking 60 days the patient is not given the reward until a predetermined time has passed and/or until the user has passed a predetermined age.** Douglas does not teach this. Accordingly, the presently claimed invention distinguishes over Douglas for at least these reasons as well.

With respect to claim 10, the Examiner states that Douglas teaches:

wherein the reward allocated is forfeited by the member if they are not still a member of the medical insurance plan after the predetermined period has passed or after the member has attained such predetermined age (Douglas et al.; col. 14, lines 38-47).

Col, 14, lines 38-47 have already been copied above and **are completely silent on forfeiting any allocated rewards.** Accordingly, the presently claimed invention distinguishes over Douglas for at least these reasons as well.

For the foregoing reasons Applicants submit that claims 1-10 and 14-17 distinguish over

Douglas. Therefore, Applicants respectfully submit that the rejection of claims 1-10, and 14-17 has been overcome and should be withdrawn.

### **Rejection Under 35 U.S.C. 103**

As noted above, the Examiner rejected claim 12 under U.S.C. § 103(a) as being unpatentable over Douglas et al. (U.S. Patent No. 6,039,688) in view of Ballantyne et al. (U.S. Patent No. 5,867,821). The Examiner correctly states on page 9 of the preset Office Action that Douglas does not “expressly teach the vaccination information”. However, the Examiner does on to combine Douglas with Ballantyne to overcome the deficiencies of Douglas. The remarks and arguments given above with respect to claim 1 are also applicable here and will not be repeated. Claim 12 depends from claim 1 and Douglas individually and/or in combination with Ballantyne does not teach or suggest:

A method of managing the use of a medical insurance plan by members thereof, the method comprising:

- receiving, by an insurance provider, one of a premium payment and a contribution payment from members of the medical insurance plan, wherein the insurance provider undertakes liability in the medical insurance plan in response to receiving one of the premium payment and the contribution payment;
- providing, by the insurance provider, to members who one of pay such premiums and make such contributions, at least one of
  - relevant health services, and
  - assistance in defraying expenses incurred in connection with rendering such relevant health services;
- defining, by the insurance provider, at least one of a plurality of health-related facilities and a plurality of health-related services to be associated with the medical insurance plan;
- offering, by the insurance provider, the at least one of a plurality of health-related facilities and a plurality of health-related services to members of the medical insurance plan;
- monitoring, by the insurance provider, usage of the at least one of a plurality of health-related facilities and a plurality of health-related services by each member;

allocating, by the insurance provider in response to the monitoring, a credit value to each member according to their use of the at least one of a plurality of health-related facilities and a plurality of health-related services; and  
allocating, by the insurance provider, rewards to members who accumulate credit values exceeding predetermined values.

Accordingly, the presently claimed invention distinguishes over Douglas individually and/or in combination with Ballantyne. Therefore, Applicants respectfully suggest that the rejection of claim 12 under U.S.C. § 103(a) has been overcome and should be withdrawn.

### **CONCLUSION**

Applicants acknowledge the continuing duty of candor and good faith to disclosure of information known to be material to the examination of this application. In accordance with 37 CFR § 1.56, all such information is dutifully made of record. The foreseeable equivalents of any territory surrendered by amendment is limited to the territory taught by the information of record. No other territory afforded by the doctrine of equivalents is knowingly surrendered and everything else is unforeseeable at the time of this amendment by Applicants and their attorneys.

**If the Examiner believes that there are any informalities that can be corrected by Examiner's amendment, or that in any way it would help expedite the prosecution of the patent application, a telephone call to the undersigned at (561) 989-9811 is respectfully solicited.**

The Commissioner is hereby authorized to charge any fees that may be required or credit any overpayment to Deposit Account 500601 (Docket No.: 7802-A07-003).